INSTR 6286007 OR 6155 PG 1398 E-RECORDED 7/21/2022 12:23 PM PAGES 2
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
REC $18.50

This instrument was prepared by and after recording return to:
Steven M. Falk, Esq., Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, Florida 34108
(239) 596-8400

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TERRENO

THIS AMENDMENT is executed by **PULTE HOME COMPANY, LLC, a Michigan limited liability company** ("Developer"), having an address of 24311 Walden Center Drive, Suite 300, Bonita Springs, FL 34134.

RECITALS

WHEREAS, on March 17, 2022, the Developer recorded a Declaration of Covenants, Conditions and Restrictions for Terreno in O.R. Book 6098, Page 2178 of the Public Records of Collier County, Florida ("Declaration"). In Section 14.6 of the Declaration, Developer reserved the right to amend the Declaration.

NOW THEREFORE, pursuant to the rights reserved by Section 14.6 of the Declaration described above, Developer hereby amends the Declaration as set forth in Exhibit "A" attached hereto.

IN WITNESS WHEREOF, Developer has executed this amendment effective as of the day and year written below.

Witnesses:

Pamela S. Kraft
Witness Name: Pamela S. Kraft

Witness Name: Cristobal Reyes

PULTE HOME COMPANY, LLC, a Michigan limited liability company

By: _____
Scott Brooks
Its: Director-Land Development
Southwest Florida Division

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 19th day of July, 2022, by (✓) physical presence or ( ) online notarization, by Scott Brooks, Director-Land Development, Southwest Florida Division, of Pulte Home Company, LLC, a Michigan limited liability company. He is personally known to me.

(SEAL)

LAURA A. RAY
MY COMMISSION # GG 311908
EXPIRES: July 13, 2023
Bonded Thru Notary Public Underwriters

Laura A. Ray
Notary Public
Name: _____
My Commission Expires: _____

Exhibit "A"

A new Section 2.8. of the Declaration is created to read as follows:

2.8 Developer Agreement. The Community is subject to the Developer Agreement between The Developer and Collier County recorded in O.R. Book 5846, Page 2669, Public Records of Collier County, Florida, which provides, among other things:

(A) The Developer is obligated to install stormwater discharge points for the Community's stormwater lakes system to provide for treatment and attenuation of stormwater runoff for the future widening of Randall Boulevard. To allow for the future connection by Collier County of the stormwater generated by Randall Boulevard, the Developer is obligated to install stormwater discharge points for Randall Boulevard. Five years after the completion of the construction of the stormwater lake and discharge system identified above and every five years thereafter, the Developer is obligated to perform an inspection by a certified engineer to assess the condition of the stormwater system. The inspection report must be forwarded to Collier County for monitoring. The Developer and its successors in interest, including the Association, will be solely responsible for the perpetual operation and maintenance of the shared stormwater management system, which includes everything from the manholes, to conveyance pipes, to the stormwater lakes, to the ultimate permitted discharge. The Developer may assign the obligations in this Section 2.8(A) to the Association and upon providing written notice of such assignment to Collier County, the Developer will be released from all obligations in this Section 2.8(A).

(B) Collier County intends to widen Randall Boulevard along the south boundary of the Community. Collier County will not compensate the Developer or the Association for such widening and will not construct or contribute funding for the construction of any sound wall or other barrier of any kinds to reduce the impact, noise, etc.

(C) The Developer and the Association shall not request a signal at the easternmost Community access point, which is anticipated to be a right in/right out/left in access when Randall Boulevard is improved.

12.4 Leasing. Only entire Units may be leased. The minimum leasing period is thirty (30) ~~ninety (90)~~ consecutive days and no Unit may be leased more than three (3) times in any one (1) calendar year. For purposes of this restriction, the first day of occupancy under the lease shall conclusively determine in which year the lease occurs. All leases must and shall be deemed to contain the agreement of the Tenant(s) to abide by all of the restrictions contained in the Governing Documents and shall be deemed to provide that a violation thereof is grounds for damages, termination and eviction and that the Tenant and the Owner agree that the Association may proceed against either the Owner or the Tenant and that the Owner or the Tenant shall be responsible for the Association's costs and expenses, including attorney's fees and costs, secured by a lien against the Parcel.

Crystal K. Kinzel

Clerk of the Circuit Court and Comptroller

Official Receipt

Customer	Deputy Clerk	Clerk Office Location
Auri Burnham SIMPLIFILE LC 5072 N 300 W PROVO, UT 84604-5652	Gloria E Garcia Gloria.Garcia@CollierClerk.com (239) 252-2646	Collier County Govt. Center Building LA, 2nd Floor 3315 Tamiami Trl E Ste 102 Naples, Florida 34112-4901

1 Document Recorded

DOC TYPE	INSTRUMENT	BOOK	PAGE	AMOUNT
Restrictions	6286007	6155	1398	$18.50
			TOTAL AMOUNT DUE	**$18.50**
			Deposit Account#: S-41050	($18.50)
			BALANCE DUE	**$0.00**

Note:

7/21/2022 12:23:08 PM Gloria E Garcia:
Batch Name: 463304

Disclaimer: All transactions are subject to review/verification. The Clerk reserves the right to correct for clerical errors and to assess or refund charges as needed.